

SOLOMON & SHERMAN & GABAY
DAVID B. SHERMAN
Identification No. 36437
GARY I. SPIVACK
Identification No. 30890
8 Penn Center
1628 J.F.K. Boulevard
Suite 2200
Philadelphia, PA 19103
(215)665-1100

Attorney for Plaintiff

RETA FELDMAN	:	UNITED STATES DISTRICT COURT
	:	FOR THE EASTERN DISTRICT OF
	:	PENNSYLVANIA
Plaintiff	:	
v.	:	
GEICO INSURANCE COMPANY	:	
	:	
	:	Case No. 2:18-cv-01580-GJP

AMENDED COMPLAINT – PER ORDER OF JUNE 25, 2018

1. Plaintiff, Reta Feldman, is an adult individual and at all times pertinent hereto resided at the above-captioned address.

2. Defendant, Geico Insurance Company (hereinafter “Geico”) is an insurance company authorized to issue insurance policies in the Commonwealth of Pennsylvania doing business at the above-listed address.

3. On or about January 2, 2013, Plaintiff, Reta Feldman was severely injured as a result of a motor vehicle accident involving Meghan Corcoran who was insured by USAA with \$100,000.00 Liability Policy Limits.

4. Plaintiff was the owner of a vehicle insured by “Geico” providing UIM Coverage of \$50,000.00/\$100,000.00 Limits with Stacking.

5. At all times pertinent hereto, Plaintiff, Reta Reldman was and is an “insured” via the underinsured motorist provisions of her policy with defendant, Geico Insurance Company under Claim No. 027204484.

6. With Geico’s approval and consent, Plaintiff settled the third party claim for \$95,000.00, on or about January 30, 2016.

7. The Geico policy provides that Plaintiff institute suit if in fact UIM benefits are either denied or not agreed upon. In this case the parties have failed to reach an agreement on the value of the case.

8. Defendant, Geico has failed to engage in settlement negotiations and/or offer a reasonable sum to adequately compensate Reta Feldman for very serious injuries.

9. Plaintiff forwarded to the defendant proof of the injuries, medical records and reports. Those injuries include herniated cervical discs, cervical pain and radiculopathy, lumbar and mid-back pain and herniated discs.

10. Plaintiff, Reta Feldman continues to suffer pain and limitations in the above-affected areas. Said injury is of a permanent nature and continues to worsen.

11. Plaintiff, through her attorneys had attempted to negotiate an underinsured motorist settlement with the Defendant, and while defendant has engaged in negotiations the parties have failed reach an agreement.

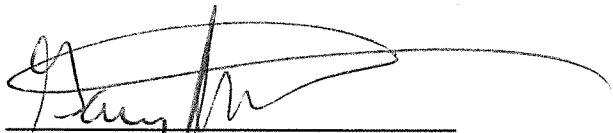
12. Under the terms and provisions of the aforesaid policy, Plaintiff is entitled to assert a claim for benefits by way of jury trial.

13. Plaintiff hereby requests a jury trial under the terms and provisions of the law applicable and under the Geico policy in particular.

14. Defendant has violated the terms and provisions of the insurance policy entitling plaintiff to proceed to jury trial.

WHEREFORE, Plaintiff, Reta Feldman demands judgment in their favor and against the Defendant in a sum in excess of Fifty Thousand (\$50,000.00) Dollars.

BY:



GARY I. SPIVACK, ESQUIRE
Attorney for Plaintiff

Date: July 3, 2018

VERIFICATION

The undersigned, having read the attached, verifies that the within ^{Amended} Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the pleading is that of counsel and not of signers. Signer verifies that he/she has read the within Complaint and it is true and correct to the best of signers' knowledge, information and belief. To the extent that the contents of this pleading, noted above, are that of counsel, verifier has relied upon counsel in taking this verification.

This Verification is made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

Date: _____

7/3/18



RETA FELDMAN